



**VIRGINIA DEPARTMENT OF
ALCOHOLIC BEVERAGE CONTROL**

PURCHASING OFFICE
2901 HERMITAGE ROAD
P.O. BOX 27491
RICHMOND, VA 23261-7491

SEALED INVITATION FOR BIDS

BID NUMBER #S-002-08

TITLE INTERIOR STORE COUNTERS/FIXTURES

ISSUE DATE 08/28/07 PAGE 1 OF 22

BIDS WILL BE RECEIVED UNTIL: 09/13/07, 11:00 AM.

PURCHASE OFFICER: _____
Eloise J. Smith

PHONE (804) 213-4427 FAX (804) 213-4429

Sealed Bids will be received until September 13, 2007, 11:00 AM for furnishing the good/services described herein and then opened in public. Late bids will not be accepted.

Contract Period: Date of Award through one (1) year (Renewable)

Bids are to be mailed to the address shown above or if hand delivered (or sent by means other than U.S. Mail) to Department of Alcoholic Beverage Control, 2901 Hermitage Road, Central Office, Second Floor, Room 2059, Richmond, VA 23220. It is the responsibility of the BIDDER (not the Agency) to ensure bids are delivered to the SPECIFIED LOCATION by the date and time noted above. To distinguish bids from other mail, the envelope or package should be marked "BID DOCUMENT". It is the intent of the Purchasing Office to assist in recognition of these important documents. **Faxed bids will only be accepted for unsealed bid solicitations.**

Bids must be submitted on this and the attached form(s), and must be signed in ink.

All inquiries for information should be directed to: Eloise J. Smith Telephone: (804) 213-4427 Fax: (804) 213-4429 and E-mail: eloise.smith@abc.virginia.gov.

Delivery is F.O.B. destination - freight prepaid to Department of Alcoholic Beverage Control, Supply & Equipment Warehouse, Hermitage & Robinhood Roads, Richmond, VA 23220, unless otherwise noted in the body of the bid.

In compliance with this Invitation for Bids and subject to all conditions imposed herein, the undersigned offers, and agrees, to furnish any or all of the items at the price set for each item.

Name and Address of Firm:

Name _____ Date _____

Address _____ By _____

Signature In Ink

_____ ZIP _____ Print Name/Title _____

FIN OR SS NO. _____ Telephone # _____ FAX# _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

- I. **PURPOSE:** The intent and purpose of this Invitation For Sealed Bids is to solicit sealed bids whereby a term contract(s) may be established for furnishing Interior Store Counters/Fixtures for the Virginia Department of Alcoholic Beverage Control (VA ABC), an agency of the Commonwealth of Virginia. The agency anticipates approximately (35) store projects per year.
- II. **SCOPE OF WORK/DESCRIPTION:** The Contractor shall provide Interior Store Counters/Fixtures if and when requested by VA ABC, as specified herein and listed in the Section V. Interior Store Counters/Fixtures shall be as listed in the Pricing Schedule. Purchase Orders will be submitted by VA ABC to the contractor as needs arise. All information (i.e., color indication) provided in this solicitation shall prevail over the information provided in the Blueprints (Attachments C). All cabinet countertops shall be the background color, no white countertops.
SUCCESSFUL BIDDER MUST CONTACT WILLIAM HENLEY AT (804) 213-4551, PRIOR TO STARTING FABRICATION.
- III. **ORDER/DELIVERY REQUIREMENT:** Each Interior Store Counters/Fixtures order shall be delivered within four weeks after receipt of Purchase Order. All deliveries must be scheduled.
- IV. **DISCOUNT:** A discount offered for **prompt payment of twenty (20) calendar days or longer** will be considered in determining the net low bid. The Contractor offers a prompt payment discount of ____% ____ days. Payment terms with no discount shall be regarded as requiring payment 30 days after receipt of proper invoice or delivery of goods/services, whichever is later.
- V. **PRICING SCHEDULE:** ****(TO BE COMPLETED BY BIDDER)**** Prices shall include delivery to the VA ABC Central Office at 2901 Hermitage Road or 1607-09 Sherwood Avenue Richmond, VA 23220 unless otherwise specified. The Bidder agrees to provide the described goods at the unit prices stated below:
- A. The following item numbers (1) one through (12) twelve according to the attached Specifications and Blueprints, (Attachment C), incorporating the changes noted below:
1. Items shall be shipped palletized and shrink wrapped (like items on the same pallet, i.e. counters on one pallet, panels on another, etc.).
 2. Glass shelves shall be ¼" safety laminated. Two front corners to have 2" ratios and two rear corners shall be squared off.
 3. Backing on Gondola End Panels (3' x 4'-8") with aluminum inserts shall be a minimum of 5/8" thick to prevent curling or warping.

<u>Items 1-5 are to be STANDARD COLORS</u>	<u>Unit of Measure</u>	<u>Price</u>
1. End Panels (2' x 7'-3 ½")	Each	\$
2. End Panels (3' x 7'-3 ½")	Each	\$
3. Gondola End Panels (3' x 4'-8") shall be slat wall with aluminum inserts on one side	Each	\$
4. Gondola End Panels (3' x 4'-8")	Each	\$
5. Cornice Board (10' x 7")	Each	\$
<u>Items 6-12 are to be SPECIAL COLORS</u>		
6. End Panels (2' x 7'-3 ½")	Each	\$
7. End Panels (3' x 7'-3 1/2")		\$
8. Gondola End Panels (3' x 4'-8") shall be slat wall with aluminum inserts on one side	Each	\$
9. Gondola End Panels (3' x 4'-8")	Each	\$
10. Cornice Board (10' x 7")	Each	\$
11. Glass Shelves (24" w x 10" d)	Each	\$

12. Chrome Brackets to support glass Shelves on slat wall	Each	\$
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B. The following item numbers (13) thirteen through (26) twenty-six are according to the attached Specifications and Blueprints (Attachment C)

Items 13-19 are to be STANDARD COLORS		
13. A-1 Curved Counter Section	Unit	\$
14. A1A Curved Counter Register Base	Unit	\$
15. B1 Bagger Stand	Unit	\$
16. C1 Straight Counter Section	Unit	\$
17. C1A Straight Counter Register Base	Unit	\$
18. D1 Corner Display	Unit	\$
19. Slat Wall – 4' x 8' to match gondola end panels	Each	\$
Items 20-26 are to be SPECIAL COLORS	Unit of Measure	Price
20. A-1 Curved Counter Section	Unit	\$
21. A1A Curved Counter Register Base	Unit	\$
22. B1 Bagger Stand	Unit	\$
23. C1 Straight Counter Section	Unit	\$
24. C1A Straight Counter Register Base	Unit	\$
25. D1 Corner Display	Unit	\$
26. Slat Wall – 4' x 8' to match gondola end panels	Each	\$

27. Glass Shelving – 10" x 24", 3/16" tempered with 2-2" radius corners (to include freight charges)	Each	\$
28. Glass Shelving – 10" x 36", 3/16" tempered with 2-2" radius corners (to include freight charges)	Each	\$
29. Glass Shelving – 10" x 48", 3/16" tempered with 2-2" radius corners (to include freight charges)	Each	\$
30. Cost Per Mile from Richmond VA City limits for Direct Shipment to the store location	Mile	\$

GRAND TOTAL\$ _____

Please specify **SPECIAL** COLOR CHOICES:

Please specify **STANDARD** COLOR CHOICES:

VI. **BID EVALUATION PROCEDURE:**

Bids shall be evaluated on the basis of the lowest grand total price of the following hypothetical scenario from responsive, responsible bidders. The low bidder(s) shall be determined by use of the unit prices provided by the bidder in Section V.

Hypothetical scenario below. BIDDERS SHOULD NOT FILL IN BLANK SPACES IN THIS ENTIRE SECTION. This example is only intended to illustrate the evaluation procedure to be utilized.

1. A. Fixed Prices: STANDARD COLORS

- | | | |
|----|--|----------|
| A. | (16) Each End Panels (2' x 7'-3 1/2") | \$ _____ |
| B. | (16) Each Gondola End Panels (3' x 4'- 8")
shall be slat wall with aluminum inserts on one side | \$ _____ |
| C. | (24) Each Cornice Board (10' x 7") | \$ _____ |
| D. | (16) Each Gondola End Panels (3' x 4'-8") | \$ _____ |

Total for Fixed Prices (Sum of Section 1): \$ _____

2. A. Fixed Prices: SPECIAL COLORS

- | | | |
|----|--|----------|
| A. | (16) Each End Panels (2' x 7'-3 1/2") | \$ _____ |
| B. | (16) Each Gondola End Panels (3' x 4'- 8")
shall be slat wall with aluminum inserts on one side | \$ _____ |
| C. | (24) Each Cornice Board (10' x 7") | \$ _____ |
| D. | (16) Each Gondola End Panels (3' x 4'-8") | \$ _____ |
| E. | (10) Each End Panels (3' x 7'-3 1/2") | \$ _____ |

Total for Fixed Prices (Sum of Section 2): \$ _____

3. B. Fixed Prices: STANDARD COLORS

- | | | |
|----|---|----------|
| A. | (15) Units A-1 Curved Counter Section | \$ _____ |
| B. | (15) Units A1A Curved Counter Register Base | \$ _____ |
| C. | (15) Units B1 Bagger Stand | \$ _____ |
| D. | (15) Units C1 Straight Counter Section | \$ _____ |
| E. | (15) Units C1A Straight Counter Register Base | \$ _____ |
| F. | (7) Units D1 Corner Display | \$ _____ |
| G. | (15) Each Slat Wall – 4' x 8' to match gondola end panels | \$ _____ |

Total for Fixed Prices (Sum of Section 3): \$ _____

4. B. Fixed Prices: SPECIAL COLORS

- | | | |
|----|---|----------|
| A. | (15) Units A-1 Curved Counter Section | \$ _____ |
| B. | (15) Units A1A Curved Counter Register Base | \$ _____ |
| C. | (15) Units B1 Bagger Stand | \$ _____ |
| D. | (15) Units C1 Straight Counter Section | \$ _____ |
| E. | (15) Units C1A Straight Counter Register Base | \$ _____ |
| F. | (7) Units D1 Corner Display | \$ _____ |
| G. | (15) Each Slat Wall – 4' x 8' to match gondola end panels | \$ _____ |

Total for Fixed Prices (Sum of Section 4): \$ _____

5. GLASS SHELVING

- | | | |
|----|--|----------|
| A. | (10) Units, 10" x 24", 3/16" tempered glass shelves with 2-2" radius corners | \$ _____ |
| B. | (10) Units, 10" x 36", 3/16" tempered glass shelves with 2-2" radius corners | \$ _____ |
| C. | (10) Units, 10" x 48", 3/16" tempered glass shelves with 2-2" radius corners | \$ _____ |

Total Fixed Prices (Sum of Section 5): \$ _____

6. **Other Pricing:**

A. Delivery of Supplies

\$_____ per mile x 10 miles = \$_____

Total for Other Pricing (Sum of Section 3): \$_____

TOTAL BID EVALUATION AMOUNT: (Sum of Sections 1 + 2 + 3 + 4 +5 +6): \$_____

VII. **ATTACHMENTS**

Attachment A – Special Terms & Conditions

Attachment B – Bidder's Data Sheet

Attachment C – Blueprints

Attachment D – Example

Attachment E – General Terms & Conditions

SPECIAL TERMS AND CONDITIONS

Attachment A

- A. **AWARD: (DMBE) -** The Commonwealth reserves the right to make two award(s) to the lowest responsive and responsible bidders. The award may be made to a reasonably priced DMBE-certified small business bidder(s) that is other than the lowest priced bidder(s) (bid price not to exceed 5% of the low bidder's price).

In the event the Contractor selected is unable to fill the request within the four (4) week lead time, then the agency will proceed with the next lowest bidder. Evaluation will be based on net prices. Unit prices must be shown. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The State reserves the right to reject any and all bids in whole or in part, to waive any informalities, and to delete items prior to making an award.

- B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- C. **BID RESULTS:** A copy of the award results will be mailed to any Bidder submitting a self-addressed, stamped envelope for this purpose with the bid.

- D. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a **Small Business Subcontracting Plan**. Unless the bidder/offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

- E. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: CPI Goods Category. Price adjustments may also be allowed if the Commonwealth institutes an eVA transaction fee to be paid by

Vendors. No price increases will be authorized for 180 calendar days after the effective date of the contract, except for the eVA transaction fee. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only where verified to the satisfaction of the purchasing office. However, “across the board” price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor’s request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor’s suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

- F. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one year periods) under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth’s intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the **OTHER SERVICES** category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the **OTHER SERVICES** category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- G. **STATISTICAL INFORMATION ONLY:**

- | | | | |
|-----|---|-----------|----------|
| (a) | My Company is minority owned. | _____ Yes | _____ No |
| (b) | My Company is female-owned. | _____ Yes | _____ No |
| (c) | My Company is registered with
the Virginia Department of Minority
Business Enterprises. | _____ Yes | _____ No |

- H. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

- I. **MINIMUM ORDERS:** There is no minimum order. Orders shall be F.O.B. delivery to VA ABC Central Office Richmond, VA. The Contractor will be permitted to add actual transportation cost per mile (from Richmond VA city limits) for direct shipment to the store location. Cost per mile shall be in accordance with the price stated in the Pricing Schedule

- J. **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

“BID DOCUMENT”

From: _____
Name of Bidder Due Date Time

Street or Box Number IFB No.

City, State, Zip Code IFB Title

Name of Contract/Purchase Officer or Buyer Eloise J. Smith

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

- K. **WARRANTY**: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of **five (5) years** following date of delivery. Should any defect be noted by the Owner, the Purchasing Office will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the Owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
- L. **BID ACCEPTANCE PERIOD**: Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- M. **METHOD OF PAYMENT**: VA ABC shall authorize payment to the contractor after each satisfactory delivery of goods/services and receipt of the contractor's accurate invoice.

The Contractor will be paid on the basis of accurate invoices received. Invoices must correspond with prices provided in solicitation. Invoices shall be sent to the following address:

Attn: Accounts Payable
Department of Alcoholic Beverage Control
P. O. Box 27491
Richmond, VA 23261

- N. **NAME OF MANUFACTURER AND SHIPPING POINT**: Each bidder shall supply in the space below the name and address of the manufacturer of each item offered and the shipping point.

ITEM NUMBER(S): _____
MANUFACTURER: _____
ADDRESS: _____

SHIPPING POINT: _____

- O. **eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in purchase order(s) with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- P. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to the Department of Alcoholic Beverage Control will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- Q. **DELIVERY NOTIFICATION:** The Agency shall be notified 48 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to:

<u>William Henley</u>	<u>(804) 213-4551</u>
Name	Phone

- R. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- S. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

**VENDOR DATA SHEET
ATTACHMENT B**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. **Vendors Primary Contact:**
Name: _____ Phone: _____
3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months _____
4. **Vendor Information:**
FIN or FEI Number: _____ If Company, Corporation, or Partnership
Social Security Number: _____ If Individual
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.
 - A. Company: _____ Contact: _____
Phone: () _____ Fax: () _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - B. Company: _____ Contact: _____
Phone: () _____ Fax: _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - C. Company: _____ Contact: _____
Phone: () _____ Fax: () _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - D. Company: _____ Contact: _____
Phone: () _____ Fax: () _____
Project: _____
Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

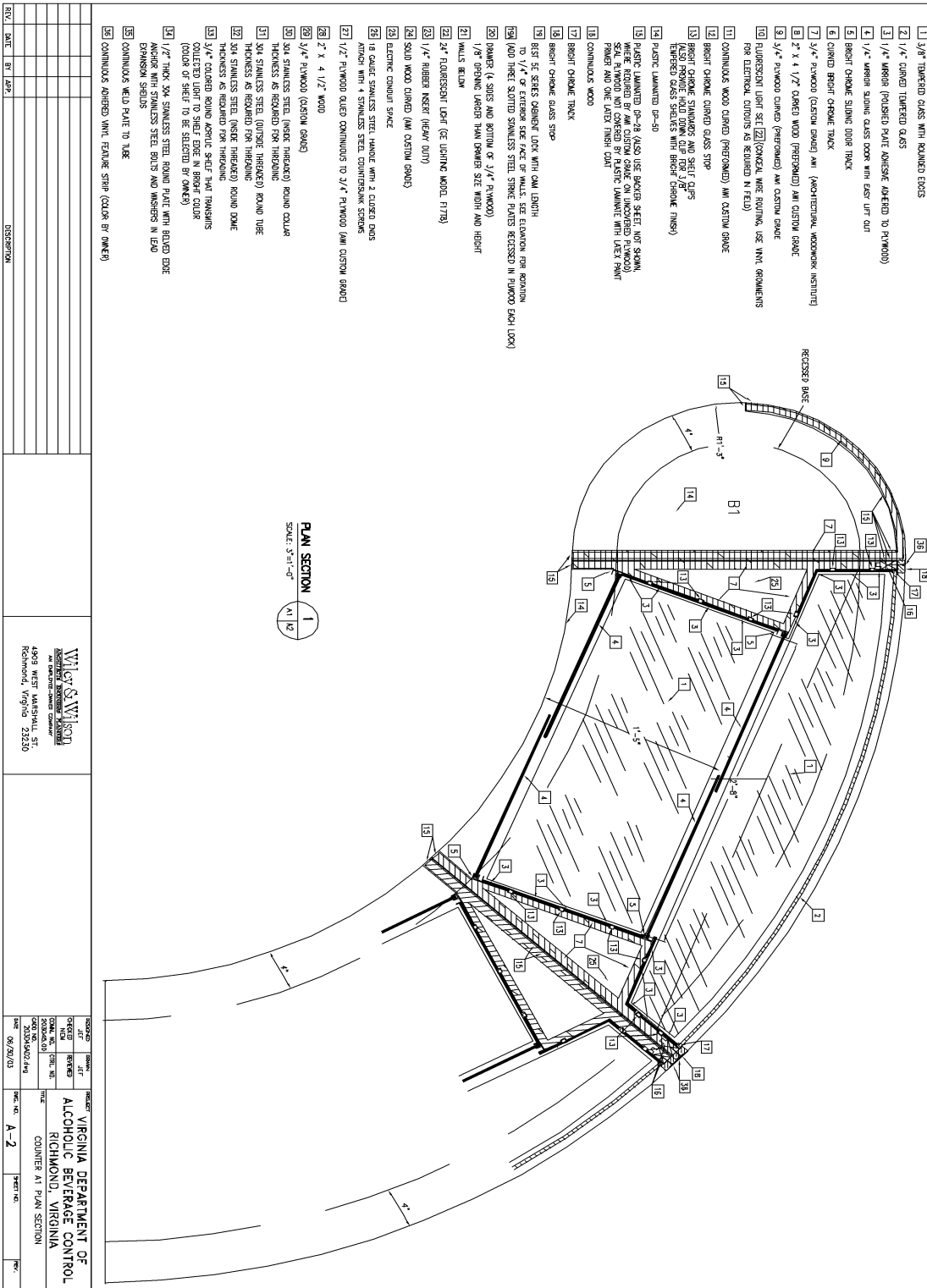
Signed _____ Title: _____ Date _____

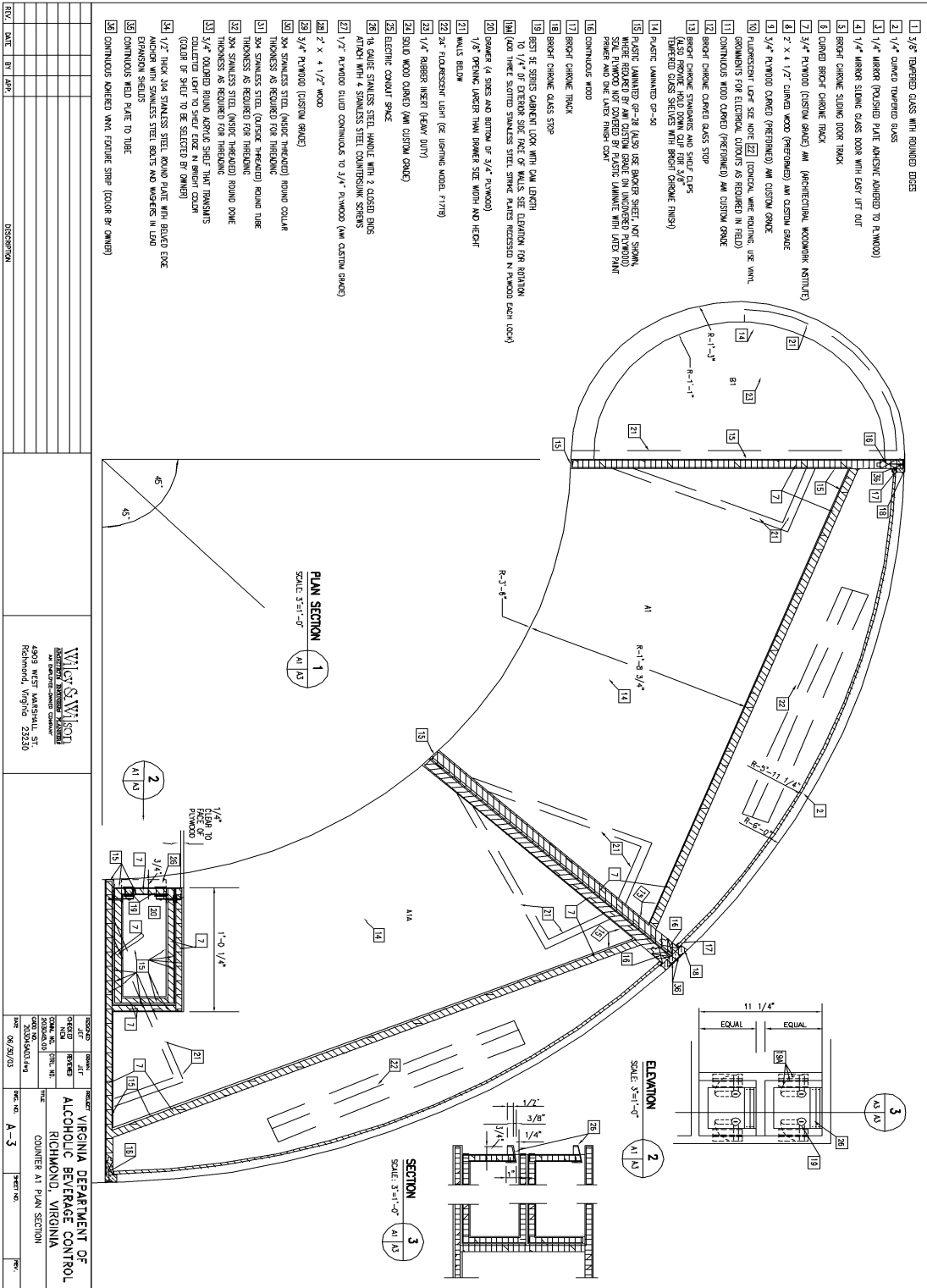
PROJECT CODE: 14702-601-15
JUNE 30, 2003

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100	100

T-1	TITLE SHEET
A-1	PLANS AND ELEVATIONS
A-2	COUNTER A1 PLAN SECTION
A-3	COUNTER A1 PLAN SECTION
A-4	COUNTER C-1 PLAN SECTION
A-5	COUNTER A1 AND B1 SECTIONS
A-6	STANDING SHELF DISPLAY PLAN AND ELEVATION
A-7	COUNTER SHELF D1 SECTIONS
A-8	ALTERNATE PLAN SCHEMES

[illegible]






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PLAN SECTION 1

SCALE: 3"=1'-0"

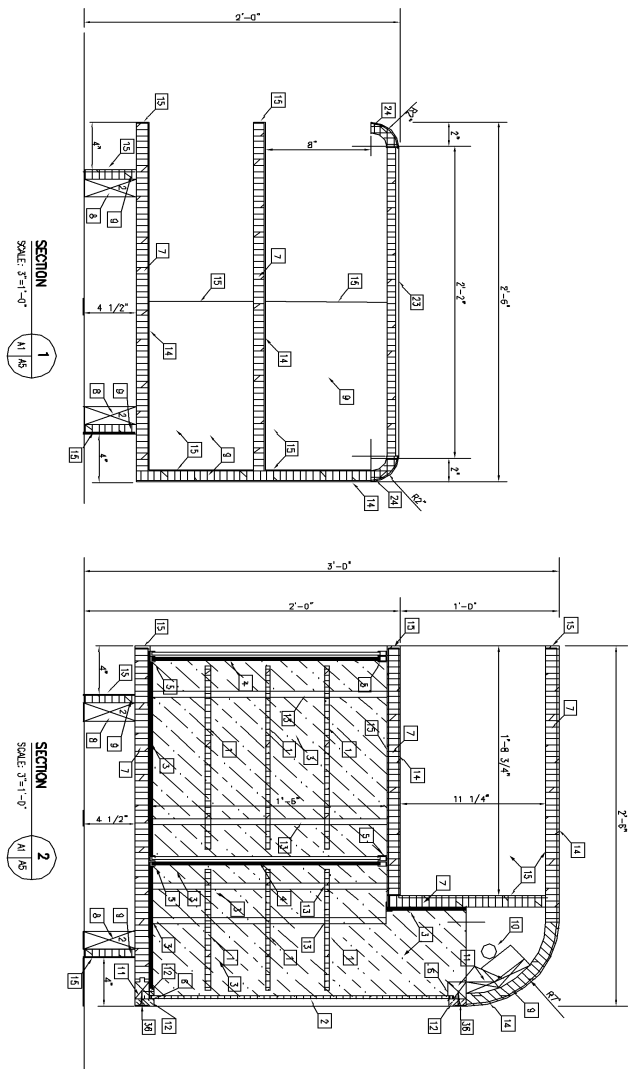


PLAN SECTION

2

SCALE: 3"=1'-0"

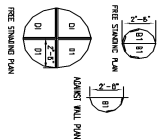
AI A4



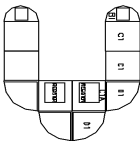
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REV	DATE	BY	APP.	DESCRIPTION	Walter S. Wilson ALCOHOLIC BEVERAGE CONTROL 4305 WEST MARSHALL ST. RICHMOND, VIRGINIA 23230	DESIGNED BY DATE 06/20/03	REVIEWED BY DATE 06/20/03	PROJECT VIRGINIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL RICHMOND, VIRGINIA ALTERNATE PLAN SCHEDULES	SHEET NO. A-8	REV.
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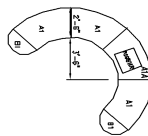
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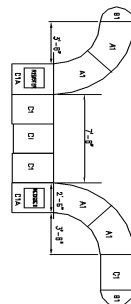
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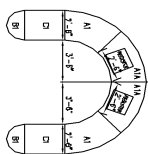
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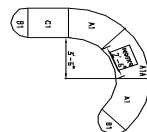
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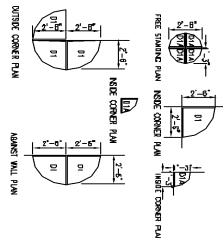
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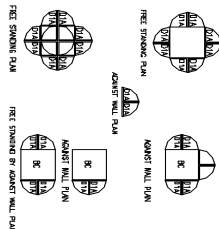
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DISPLAY-2
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DISPLAY-3
SCALE 1/4" = 1'-0"



(01) - ON BE ALSO USED FOR DVA
(02) - SHEET CANNOT BE USED AS REQUIRED WITH DVA 105

**GENERAL TERMS AND CONDITIONS
ATTACHMENT E**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offers) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offers) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offers) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs** (Insert wording below appropriate to the solicitation type as indicated):
1. **(For Invitation For Bids):** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
 2. **(For Request For Proposals):** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a

settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offers) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offers) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)
- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

(**Note to Agency/Institution:** When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: These coverage should include Garage Owner's Liability. Contracts with movers or truck transporters should also require motor carrier's liability. When in the judgment of a procurement officer, these limits and coverage are not warranted for the goods and services being procured, the Division of Risk Management should be contacted.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement	\$1,000,000 per occurrence, \$3,000,000 aggregate
Contractors	
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,925,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the <i>Code of Virginia</i> .)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.